

RESOLUTION APPROVING A VOLUNTARY DEMOLITION AGREEMENT BY AND BETWEEN THE ASHTABULA COUNTY BOARD OF COMMISSIONERS AND THE CONNEAUT PUBLIC LIBRARY BOARD OF TRUSTEES

WHEREAS, Jake Brand, Director of Community Services & Planning, has presented a voluntary demolition agreement for the approval of the Board, to-wit:

Scope: Voluntary Demolition of 290 Buffalo Street, Conneaut, OH 44030 (PP# 12-114-00-067-00) between Ashtabula County Board of Commissioners (Community) and Conneaut Public Library Board of Trustees (Owner)

Term: Begins upon board approval and completed no later than August 31, 2021

Cost: No cost to the county

THEREFORE, BE IT RESOLVED, By the Board of Commissioners of Ashtabula County, Ohio that the agreement, as noted above, is approved in accordance with the copy now on file in this office.

BE IT FURTHER RESOLVED that the President of the Board, on behalf of the Board of Commissioners of Ashtabula County, is authorized to execute any and all necessary documents.

**ASHTABULA COUNTY COMMISSIONERS
CERTIFICATION PAGE**

Resolution No. 2021-301

July 27, 2021

RESOLUTION APPROVING A VOLUNTARY DEMOLITION AGREEMENT BY AND BETWEEN THE ASHTABULA COUNTY BOARD OF COMMISSIONERS AND THE CONNEAUT PUBLIC LIBRARY BOARD OF TRUSTEES

Upon the motion of J.P. Ducro IV, seconded by Casey R. Kozlowski.

VOTE:

Kathryn L. Whittington

Aye

J.P. Ducro IV

Aye

Casey R. Kozlowski

Aye

CERTIFICATE OF CLERK

IT IS HEREBY CERTIFIED that the foregoing is a true and correct transcript of a resolution acted upon and duly passed by the Board of County Commissioners of Ashtabula County, Ohio, on the date noted above.



Lisa Hawkins, Clerk of the Board
Board of County Commissioners
Ashtabula County, Ohio

VOLUNTARY DEMOLITION AGREEMENT

THIS AGREEMENT, entered into this 3rd day of August 2021 by and between Ashtabula County Board of Commissioners ("Community") and Conneaut Public Library Board of Trustees ("Owner")

WHEREAS, Owner(s) are the record owners of certain property ("Property") located at 290 Buffalo Street Conneaut OH 44030 (Conneaut City) (PP# 12-114-00-067-00) and more particularly described as set forth in the legal description attached hereto and incorporated herein by this reference as Exhibit "A."

Prior Instrument of Reference: Vol. 723, Page 689,

Warranty/Quitclaim (choose one) Deed from

Kathleen R. Skestos, Attorney-in-Fact for Pauline M. Carberry to

Conneaut Public Library Board of Trustees, Ashtabula County Recorder's Office, Ashtabula County, Ohio.

WHEREAS, Owner acknowledges that located on the "Property" is a vacant structure that is in substantial deterioration and/or in dilapidated condition and that the removal of such structure would benefit the public's health, safety and welfare; and

WHEREAS, Owner acknowledges that the property and structures have been vacant for greater than one (1) year; and

WHEREAS, Owner certifies that there are no hazardous materials located, stored, kept, maintained or possessed in or about the "Property" and

WHEREAS, Owner certifies that said property is free and clear of any outstanding liens, mortgages, and encumbrances. Furthermore, any and all insurance policies covering the building and/or any personal contents contained therein, have been cancelled and are, therefore, no longer in force and effect; and

WHEREAS, the Community has been awarded funds under the Community Development Block Grant Program (CDBG) for the purpose of razing dilapidated structures as a means of eliminating blighting influences; and

NOW, THEREFORE, in consideration of the mutual covenants set forth, the parties agree as follows:

1. Community agrees to undertake the razing and demolition of the structures which shall be performed in a reasonable manner by contractors, in the sole discretion of Community;

2. The scope of the demolition activities performed by Community shall include the clearance and hauling away of all building debris, the spreading of topsoil to level the ground of the razed site and seeding of the demolition site.
3. Owner consents to Community taking all reasonable steps to performing the razing and demolition as set forth herein and waives any right of recourse against Community for damage to the subject property, if any;
4. Owner agrees to hold harmless the Community and parties associated with the administration and implementation of the CDBG Program against any and all claims, liability damage or loss to person or property which may arise or grow out of the razing of the above described structure(s).
5. Community subject to the terms and conditions herein, agrees to incur \$10,300.00 of costs directly associated with the razing and demolition as set forth herein and Owner agrees that execution of this Voluntary Demolition Agreement obligates Owner to contribute the remaining balance towards cost of demolition.

FOR COMMUNITY

Kathryn Whittington, President
Print name & title


Signature

8-3-21
Date

PROPERTY OWNER

Karen A. Fronczak
Print Name Board President


Signature

7-22-21
Date